

GRANT AGREEMENT
OTS-Fiscal Agent
EDS # _____

This Grant Agreement, entered into by and between the **Indiana Criminal Justice Institute** (the "State"), _____, (the "Grantee"), and _____, as the Fiscal Agent for the Grantee pursuant to this Grant Agreement (the "Fiscal Agent"), is executed pursuant to the terms and conditions set forth herein. In consideration of these mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement.

The Indiana Criminal Justice Institute (CJI) serves as Indiana's State Administrrating Agency for various state and federal Grants. The purpose of this Grant Agreement is to enable the State to award a Grant of _____ Dollars and _____ Cents (\$ _____) to the Grantee for eligible costs of the project (the "Project") or services as described in Exhibits A, B and C of this Grant Agreement. All Exhibits are incorporated fully by reference. This Grant is made from National Highway Traffic and Safety Administration (NHTSA) funds in accordance with 49 CFR, Part 18 and 23 USC 402, 405 & 410, and is administered by the State pursuant to IC 5-2-6-3. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and applicable federal and state laws, rules and regulations.

2. Term.

This Grant Agreement shall be effective for a period of **12 Months**. It shall commence on **7/01/2011** and shall remain in effect through **06/30/2012**. The term of this Grant Agreement may be extended by mutual consent of both parties based upon the State's assessment of the continuing needs of the Project.

3. Design and Implementation of Project.

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in Exhibit A, attached hereto and incorporated fully herein. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its application which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Monitoring Reviews by the State.

The Grantee agrees to meet with State staff, if requested, at the beginning of the Grant period and as needed throughout the Grant. The Grantee further agrees to have a representative attend any federal or state sponsored training that the State schedules during the Grant period.

The Grantee agrees to abide by all the regulations related to federally funded initiatives. The Grantee shall during the conduct of this program adhere to such federal and Criminal Justice Institute (CJI) rules and regulations as apply to fiscal management and periodic reporting; Grantee is aware that any failure to timely submit quarterly reports may result in a cessation of funding until document in arrears are received by CJI. The Grantee further agrees to submit any statistical information required by the State.

The State may conduct an on-site monitoring review of the Project. Such monitoring review will document the following:

- A. Whether Project activities are consistent with those set forth in Exhibit A, the Grant application, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, federal, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B, attached hereto and incorporated herein.
- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.
- D. A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports. The Grantee further agrees to submit any statistical information required by the State.

5. Payment of Grant Funds by the State.

The payment of funds pursuant to this Grant Agreement shall be made by this Fiscal Agent to the Grantee pursuant to instructions from the State and in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. All the evidentiary materials required by the State and the Board of Trustees of the Indiana Criminal Justice Institute for the Grant application and approval process, attached hereto and incorporated herein, must be submitted to and approved by the State.
- C. Any other Grant conditions must be met to the State's satisfaction.
- D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. Unless authorized by statute and previously agreed to in writing, all payments will be made in arrears only upon presentation of approved and signed State of Indiana Claim Vouchers. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- F. If advance payment of a portion of the Grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.

- G. The Grantee shall submit to the State written progress reports until the completion of the project. These reports shall be submitted on a monthly basis or as determined by ICJI. These reports must detail progress made toward the completion of the Project.
- H. If this Grant Agreement is terminated by either party prior to the Expiration of this Grant Agreement, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report.
- I. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all Grant payments, and/or suspension of the Grantee's participation in State Grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended that are not in the scope of this Project or the Budget.
- J. All payments shall be made by the State to the Fiscal Agent in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant Agreement except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.
- K. All accounts will be closed **thirty (30)** days after the Expiration Date of this Grant Agreement. Any claim voucher submitted after **thirty (30)** days will not be reimbursed by the State.
- L. All equipment purchased with Grant funds for \$5,000 or more becomes property of the State and shall not be sold or disposed of without written consent from the State.
- M. If this Grant allows travel reimbursement, Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. Grantee's travel expenses can only be reimbursed in accordance with the current State Travel Policies and Procedures in Financial Management Circular #2003-1. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted at least four (4) weeks before the scheduled travel date. If Grantee anticipates a problem with this policy, Grantee must contact the Chief Operating Officer at least six (6) weeks before the scheduled travel date, in writing and explain the conflict.
- N. The Fiscal Agent shall promptly disburse the funds to the Grantee pursuant to written instructions from the State.

6. Audits and Maintenance of Records.

Following the expiration of this Grant, the Grantee may be required to arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-

133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant and that the Grantee is not out of compliance with the financial aspects of this Grant.

7. Project Budget and Budget Modification.

The approved Project Budget is set forth as Exhibit B of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

8. Statutory Authority of Grantee.

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

The State expressly represents and warrants that it has performed proper due diligence in verifying that Grantee is statutorily eligible to receive these monies. The State further represents and warrants that it shall perform due diligence with regard to auditing of Grant funds.

9. Use of Grant Funds by Grantee.

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with the Budget and for no other purpose.

The Grantee further covenants that when federal funds are used, they shall be used in compliance with 28 C.F. R. Part 38 (Equal Treatment for Faith-Based Organizations), and will not be used for inherently religious activities, except as provided in 28 C.F.R. Part 38.

10. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant.

E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Grantee warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant and grounds for immediate termination and denial of further work with the State.

G. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

(1) the Grantee and any principals of the Grantee certify that (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone

Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Grantee will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

I. The Grantee further agrees to comply with all applicable Federal statutes, regulations and directives in effect with respect to the periods for which it receives Grant funding. Applicable provisions include, but are not limited to, 23 U.S.C.-Highway Safety Act of 1966, as amended; 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations; 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations Governing Highway Safety Programs; NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs; Highway Safety Grant Funding Policy for Field-Administered Grants.

11. Political Activities.

Grantee certifies that the funding provided by State through this Grant Agreement shall not be used to further any type of political or voter activity. Grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

12. Lobbying Activities.

A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal Grant, the making of any federal Grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant, Grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.

C. Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including sub grants, grants under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

E. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant Agreement and any transactions with State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Federal Conflict of Interest Requirements.

Grantee agrees to comply with applicable provisions of the Office of Management and Budget Circulars A-110, now reported at 2 C.F.R. Part 215, and "The Common Rule" regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent, representative, or subgrantee of Grantee who may be in a position to participate in the decision-making process of Grantee or its subgrantees may derive an inappropriate personal or financial interest or benefit from any activity funded through this Grant Agreement, either for himself or for those with whom he has family or business ties.

14. Debarment and Suspension

A. The Grantee certifies by entering into this Grant that neither it nor its principals nor any of its subgrantees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that, pursuant to 48 CFR Part 9 and any relevant state statutes or law, it has verified the state and federal suspension and debarment status for all subgrantees receiving funds under this Grant and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subgrantee. The Grantee shall immediately notify the State if any subgrantee becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subgrantee for work to be performed under this Grant.

15. Buy America Act

The Grantee agrees to comply with the provisions of the Buy America Act (23 USC 101 Note) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project Grant by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

16. Drug-Free Workplace Certification.

The Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant payments, termination of the Grant and/or debarment of Grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana and The Drug-free Workplace Act of 1988 (49 CFR Part 29). Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Grants with and Grants from the State of Indiana in excess of \$25,000.00. No award of a Grant shall be made, and no Grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant Agreement as part of the Grant documents.

The Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying the employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

18. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

19. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds. Pursuant to that understanding, the Grantee and its subgrantees, if any, agree that if the Grantee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Grantee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Grantee shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as

amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of the Grant.

The Grantee and its subgrantees, if any, agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin and 49 CFR Part 21; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; and 49 CFR Part 27 (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

20. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Criminal Justice Institute
Attn: Traffic Safety Division
101 West Washington Street, Ste # 1170, East Tower
Indianapolis, Indiana 46204

B. Notices to the Grantee shall be sent to:

Name:
Title:
Mailing Address:
Telephone Number:
Email Address:

C. As required by IC 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

21. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, (3) Attachments prepared by Grantee; (4) Invitation to Apply for Grant; and (5) the Grant Application.

22. Renewal.

This Grant Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed Grant Agreement may not be longer than the term of the original Grant Agreement.

23. Termination for Convenience.

This Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant.

24. Incorporation by Reference.

Any federal, state, or local statute, administrative rule or regulation, circular, guide, manual, executive order, or any programmatic rule, regulation, and definition, or any other document referred to in this Grant Agreement are specifically hereby incorporated herein by reference.

25. Grant Affirmation Clause

The signatory for Grantee hereby affirms, under penalties of perjury, that Grantee has not altered, modified or changed any section, paragraph or clause of this document, in the form transmitted by State to Grantee for signature, without prior written approval of State.

26. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the March 2008 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

- 10. Compliance with Laws-Modified
- 11. Political Activities-Added
- 12. Lobbying Activities-Added
- 13. Federal Conflict of Interest Requirement-Added
- 14. Debarment and Suspension-Added
- 15. Buy America Act-Added
- 19. Nondiscrimination-Modified
- 24. Incorporation by Reference-Added
- 25. Grant Affirmation Clause-Added

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant other than that which appears upon the face of this Grant.

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below hereby agree to the terms thereof.

ORIGINAL SIGNATURES ONLY!

Grantee: _____

Fiscal Agent: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Indiana Criminal Justice Institute

By: _____

T. Neil Moore, Ed.D.

Executive Director

Date: _____

Department of Administration

By: _____ (for)

Robert D. Wynkoop, Commissioner

Date: _____

State Budget Agency

Office of the Attorney General

_____ (for)

Adam M. Horst, Director

Date: _____

_____ (for)

Greg Zoeller, Attorney General

Date: _____

This Document Prepared by:

David W. Stewart

General Counsel

Indiana Criminal Justice Institute

Initials: _____ Date: _____